

<i>SERFF Tracking Number:</i>	<i>CLBA-125631594</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Columbia Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CMI-GRG-08-F01</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
<i>Product Name:</i>	<i>Garage Businessowners</i>		
<i>Project Name/Number:</i>	<i>GB-500 Garage Businessowners Premier Endorsement/CMI-GRG-08-F01</i>		

## Filing at a Glance

Company: Columbia Mutual Insurance Company

Product Name: Garage Businessowners	SERFF Tr Num: CLBA-125631594	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: EFT \$50

Sub-TOI: 05.0002 Businessowners	Co Tr Num: CMI-GRG-08-F01	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Dennis McVay, Christina Walker, DeeDee Williams	Disposition Date: 05/06/2008
	Date Submitted: 05/01/2008	Disposition Status: Approved
Effective Date Requested (New): 08/15/2008		Effective Date (New): 08/15/2008
Effective Date Requested (Renewal): 08/15/2008		Effective Date (Renewal): 08/15/2008

State Filing Description:

## General Information

Project Name: GB-500 Garage Businessowners Premier Endorsement	Status of Filing in Domicile: Pending
Project Number: CMI-GRG-08-F01	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 05/06/2008	
State Status Changed: 05/06/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

We are filing our revised company form GB-500 (8-08) Garage Businessowners Premier Endorsement, which we propose to use in our Garage Businessowners Policy Program. This form replaces previously filed and approved form GB-500 (7-06). Please note that this is merely a clarification of our water backup coverage in this endorsement. We've merely clarified that any business income loss resulting from water back up is included within the water back up limits.

SERFF Tracking Number: CLBA-125631594 State: Arkansas  
 Filing Company: Columbia Mutual Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CMI-GRG-08-F01  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners  
 Liability  
 Product Name: Garage Businessowners  
 Project Name/Number: GB-500 Garage Businessowners Premier Endorsement/CMI-GRG-08-F01

We have highlighted this change for your convenience.

## Company and Contact

### Filing Contact Information

DeeDee Williams, Asst. Analyst dwilliams@colinsgrp.com  
 2102 White Gate Drive (573) 474-6193 [Phone]  
 Columbia, MO 65205 (800) 836-5713[FAX]

### Filing Company Information

Columbia Mutual Insurance Company CoCode: 40371 State of Domicile: Missouri  
 2102 White Gate Drive Group Code: 807 Company Type: Mutual  
 P O Box 618  
 Columbia, MO 65205 Group Name: Columbia Insurance State ID Number: 03  
 Group  
 (573) 474-6193 ext. [Phone] FEIN Number: 43-0790393  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Columbia Mutual Insurance Company	\$50.00	05/01/2008	20052569

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TOI:	05.0 Commercial Multi-Peril - Liability & Non-Sub-TOI:		05.0002 Businessowners Liability
Product Name:	Garage Businessowners		
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## Correspondence Summary

## Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/06/2008	05/06/2008

SERFF Tracking Number:	CLBA-125631594	State:	Arkansas
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## Disposition

Disposition Date: 05/06/2008  
Effective Date (New): 08/15/2008  
Effective Date (Renewal): 08/15/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	CLBA-125631594	State:	Arkansas
Filing Company:	Columbia Mutual Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	CMI-GRG-08-F01		
TOI:	05.0 Commercial Multi-Peril - Liability & Non-Sub-TOI:		05.0002 Businessowners
	Liability		
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
	Garage Businessowners Premier Endorsement	Approved	Yes

SERFF Tracking Number: CLBA-125631594 State: Arkansas

Filing Company: Columbia Mutual Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CMI-GRG-08-F01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners Liability

Product Name: Garage Businessowners

Project Name/Number: GB-500 Garage Businessowners Premier Endorsement/CMI-GRG-08-F01

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Garage Businessowners Premier Endorsement	GB-500	8-08	Endorsement/Amendment/Conditions	Replaced Form #: GB-500 (7-06) Previous Filing #: CMI-GRG-06-F02		GB-500 8-08 Garage Businessowners Premier Endorsement.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GARAGE BUSINESSOWNERS PREMIER ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following is revised under **SECTION I – PROPERTY, A. Coverage, 1. Covered Property:**

- a.(6)(b)** Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.
- b.** Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises, including:

The following are added to **SECTION I – PROPERTY, A. Coverage, 4. Limitations:**

- d.** For loss or damage from water that backs up or overflows from a sewer, drain or sump, the most we will pay is \$10,000 per occurrence, **which includes any related business income loss.** We will not pay for this loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance.
- e.** For loss or damage due to failure of power or other utility service supplied to the described premises, however caused, which occurs away from the described premises, the most we will pay under **A.5.f. Business Income** is the actual loss of business income you sustain for no more than 30 days after the loss occurs. This Limitation is not subject to the terms of the Power Failure Exclusion, to the extent that such Exclusion would conflict with the provisions of this Limitation.

The following is revised under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, a. Debris Removal:**

- (4)** The first paragraph is replaced with:  
We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

The last paragraph is replaced with:

Therefore, if Paragraphs **(4)(a)** and/or **(4)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

- (5)** Examples – is deleted

The last paragraph under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, h. Pollutant Clean Up And Removal** is replaced with:

The most we will pay for each location under this Additional Coverage is \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each 12 month period of this policy.

The following paragraph is replaced under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, 1. Increased Cost of Construction:**

- (6) We will pay under this Additional Coverage, up to \$10,000 for each described building insured under this **SECTION I – PROPERTY** Coverage Form. This amount payable is additional insurance.

In addition, you may also apply up to \$50,000 of the policy limit to loss or damage covered by this Additional Coverage.

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages:**

**p. Contractor’s Equipment / Miscellaneous Tools and Equipment**

- (1) The following definitions apply to the Contractor’s Equipment / Miscellaneous Tools and Equipment additional coverage.

- (a) “Loss” means accidental loss or damage.
- (b) “Contractor’s Equipment” means power shovels, pile drivers, cranes, derricks, drag lines, drills, bulldozers, earth movers, engines, hoists, tractors, pneumatic tool and similar types of mobile equipment customarily used by contractors.
- (c) “Miscellaneous Tools and Equipment” means any tools or equipment you own valued under \$2,000.

- (2) We will pay for “loss” to Covered Property from any of the Covered Causes of Loss. Covered Property, as used in this additional coverage means

- (a) “Contractors Equipment” you own, lease or rent from others, and
- (b) “Miscellaneous tools and equipment”.

Covered Property does not include:

- (a) motor vehicles designed for highway use, including motorcycles; aircraft or watercraft;
- (b) plans, blueprints, designs, or specifications;
- (c) property located underground, in caissons, or underwater;
- (d) waterborne property unless loss is caused by fire;
- (e) property which has become a permanent part of any structure;
- (f) dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, if loss is caused by artificially generated current creating a short circuit or other electric disturbance.

But we will pay for direct “loss” caused by resulting fire.

Covered Causes of Loss means risks of direct physical “loss” to Covered Property except those causes of “loss” listed in the exclusions.

- (3) We will pay for damage caused directly by theft or attempted theft to:

- (a) That part of any building containing Covered Property; or
- (b) Equipment within the building used to maintain or service the building; only if you own the building or are legally responsible for the damage.

But we will not pay for damage caused by fire; or to glass or to lettering or artwork on glass.

This coverage extension is included within the limit of insurance applicable to the Covered Property at the premises where the damage occurs.

- (4) The following additional exclusions apply to the Contractor’s Equipment/ Miscellaneous Tools and Equipment additional coverage.

We will not pay for a “loss” caused by or resulting from any of the following:

- (a) weight of a load exceeding the lifting capacity of any machine, as established by the manufacturer, or collision of the boom with any part of the machine or any other object;
- (b) unexplained loss, mysterious disappearance or shortage found upon taking inventory;



- (c) processing or work upon the property. But we will pay for direct “loss” caused by resulting fire or explosion, if these causes of “loss” would be covered under this additional coverage.
- (d) Unauthorized instructions to transfer property to any person or to any place
- (5) Limit of Insurance: The most we will pay for “loss” in any one occurrence under this additional coverage is \$5,000 for “Contractor’s Equipment” you own, lease or rent from others, and \$15,000 for “Miscellaneous Tools and Equipment”.
- (6) All covered property is agreed to be in sound condition at the time coverage begins.

The following is revised under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, b. Personal Property Off Premises:**

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than “money” and “securities”, “valuable papers and records” or accounts receivable, while it is in the course of transit or temporarily at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$20,000.

The last paragraph under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, c. Outdoor Property** is replaced with:

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$500 for any one tree, shrub or plant.

The last paragraph under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, d. Personal Effects** is replaced with:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises.

The following is revised under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, e. Valuable Papers And Records:**

- (3) The most we will pay under this Coverage Extension for loss or damage to “valuable papers and records” in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for “valuable papers and records” is shown in the Declarations.

For “valuable papers and records” not at the described premises, the most we will pay is \$10,000.

The following is revised under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, f. Accounts Receivable:**

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$10,000.

The following are added to **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions:**

**g. Lock Replacement**

You may extend insurance provided by this Coverage Form to cover necessary expenses incurred to repair or replace exterior or interior door locks of a covered building:

- (1) If your door keys are stolen in a covered theft loss; or
- (2) When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension is \$500 for any one occurrence.

**h. Reward Reimbursement**

You may extend insurance provided by this Coverage Form to provide a reward for information that leads to a criminal conviction in connection with loss or damage to covered property by a Covered Cause of Loss. The most we will pay for loss under this extension is \$5,000 regardless of the number of persons involved providing information.

No deductible shall apply to this coverage extension.

The following paragraph in **SECTION I – PROPERTY, B. Exclusions, 1.g. Water** is deleted:

- (3)** Water that backs up or overflows from a sewer, drain or sump; or

The following is added to **Section II – Liability, B. Exclusions, 1.g. Aircraft, Auto or Watercraft**:

- (6)** We will pay for “property damage” up to \$10,000 for which the insured shall become legally obligated to pay as damages because of injury to or destruction of “leased property” caused by physical contact of a motor vehicle with such property. The term “leased property” means property of the lessor named in the lease agreement including buildings, building machinery and equipment, fixtures, pumps and tanks and outdoor equipment, all pertaining to the maintenance, service or occupancy of the premises. Only with respect to property rented to the insured and only to the \$10,000 limit of liability, the following exclusion does not apply: **SECTION II – LIABILITY, B. Exclusions, k. Damage To Property, (4)** Personal property in the care, custody or control of the insured. If any other insurance carried by the insured or others applies the insurance afforded shall apply only as excess insurance over such other insurance.

The following is added to **SECTION II – LIABILITY, C. Who Is An Insured**:

- 4. Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person’s or organizations status as an insured under this endorsement ends when your operations for that insured are completed.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

“Bodily injury”, “property damage”, or personal and advertising injury arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

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## Rate Information

Rate data does NOT apply to filing.

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## Supporting Document Schedules

		<b>Review Status:</b>	
<b>Bypassed -Name:</b>	Uniform Transmittal Document- Property & Casualty	Approved	05/06/2008
<b>Bypass Reason:</b>	Please see General Information and Form Schedule tab.		
<b>Comments:</b>			